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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

-----X
PHILLIPS-VAN HEUSEN CORP.,

Plaintiff,

- against -

J.V.E. CO., INC.,

Defendant,

- and -

Civil Action No.: 1: CV-00-0665
(Hon. Sylvia H. Rambo)

-----X
MITSUI O.S.K. LINES LTD.;
DAMPSKIBSSELSKABET AF 1912
AKTIESELSKAB and AKTIESELSKABET
DAMPSKIBSSELSKABET SVENDBORG,
Defendants/Third Party Plaintiffs,

- against -

KELLAWAY TRANSPORTATION, INC.;
KELLAWAY INTERMODAL & DISTRIBUTION
SYSTEMS, KELLAWAY INTERMODAL
SERVICES, INC. and KELLAWAY TERMINAL
SERVICES, INC.,

Third Party Defendants.

FILED
HARRISBURG, PA
SEP 04 2002
MARY E. D'AMICO, CLERK
Per [Signature]
Deputy Clerk

-----X
**DAADS' t/a MAERSK LINE'S PETITION FOR
AWARD OF ATTORNEYS' FEES AND EXPENSES**

Defendant and Third-Party Plaintiff Dampskibsselskabet AF 1912 Aktieselskab and
Artieselskabet Dampskibsselskabet Svenborg t/a Maersk Line (hereinafter "Maersk Line") by and
through its attorneys, Palmer Biezup & Henderson LLP, submits the following Petition for attorneys'
fees and expenses pursuant to the August 20, 2002 Order issued by this Honorable Court:

1. This Honorable Court in its Memorandum Findings of Fact and Conclusions of Law (hereinafter the "Decision") dated August 14, 2002 ruled that Maersk was entitled to full indemnity from Defendant Kellaway pursuant to the terms and conditions of the Uniform Intermodal Interchange and Facilities Access Agreement (hereinafter "UIIA") that was in effect between Kellaway and Maersk in June of 1999. (Decision, Page(s) 30-31.)

2. This Honorable Court ruled that Maersk was entitled to indemnity because of the loss of the container in question occurred during the "Interchange Period" and Kellaway's negligence was a proximate cause of the loss of the container and cargo in question. (Decision, Page(s) 20-23, 29.)

3. Under the terms of the governing UIIA, Maersk Line is entitled to recover its attorneys' fees and costs incurred in defending against the claim of Plaintiff Phillips-Van Heusen Corp. (hereinafter "PVH") as well as its attorneys' fees and costs incurred in enforcing the provisions of the UIIA (Maersk Exhibit "T", Part III, Section 7 (d) and (e)).

4. Maersk Line tendered its defense of the PVH claim to Kellaway on July 17, 2000 and Kellaway refused the tender and forced Maersk not only to defend the PVH claim, but to incur additional attorneys' fees and expenses to enforce the terms and conditions of the UIIA. (Decision, Page 8; Maersk Line Exhibit "N".)

5. Under the governing UIIA Agreement Kellaway also agreed to provide insurance coverage for the benefit of Maersk to cover the claims which are the subject of the captioned lawsuit as well as any liability incurred by Maersk. (Maersk Exhibit "T"; Part III, Section 7 (f) (1)-(3) and Maersk Addendum to UIIA Paragraph VII, A (1)-(4) and B.) Kellaway's failure to provide insurance and take over Maersk Line's defense in according with the aforesaid insurance sections

of the applicable UIIA provide another basis upon which Maersk Line should recover its attorneys' fees, expenses and other costs in this matter from Kellaway.

6. A claim for counsel fees pursuant to a breach of contract claim is a matter which is collateral to the merits and should be asserted by way of petition after a trial ruling on the merits by the District Court.

7. Attached as Exhibit "A" is the Affidavit/Verification of Maersk Line's trial counsel, Richard Q. Whelan. The affidavit of Maersk Line's trial counsel together with supporting exhibits, establishes that Maersk has actually paid counsel fees and expenses totaling \$71,572.35 through April 30, 2002. Given the attorney time required to defend PVH's claim and to enforce the provisions of the UIIA, the fees and expenses incurred by Maersk Line were reasonable and necessary under the circumstances. Maersk Line will continue to incur counsel fees and expenses until this matter is brought to a conclusion.

8. Under the terms of the UIIA, Maersk is entitled to be fully indemnified for all attorneys' fees and expenses incurred by Maersk in defending PVH's claim and in seeking to enforce the UIIA against Third-Party Defendant Kellaway.

WHEREFORE, Maersk Line respectfully requests this Honorable Court to enter an Order in substantially the form attached hereto granting Maersk Line's Petition for attorneys' fees and expenses in the amount of \$71,572.35 plus all additional fees and expenses incurred by Maersk Line until this matter is brought to a conclusion.

Respectfully submitted,

PALMER BIEZUP & HENDERSON LLP

By: 

Richard Q. Whelan (ID # 35688)
William E. Ecenbarger, Jr.
Attorneys for Defendant and Third
Party Plaintiff DAADS (t/a Maersk Line)
956 Public Ledger Building
620 Chestnut Street
Philadelphia, PA 19106-3409
(215) 625-9900

Dated: September 4, 2002

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

-----X
PHILLIPS-VAN HEUSEN CORP.,

Plaintiff,

- against -

J.V.E. CO., INC.,

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Civil Action No.: 1: CV-00-0665
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SYSTEMS, KELLAWAY INTERMODAL
SERVICES, INC. and KELLAWAY TERMINAL
SERVICES, INC.,

Third Party Defendants.

-----X

FILED
HARRISBURG, PA
SEP 04 2002

MARY E. DUNN, CLERK
Per  Deputy Clerk

**DAADS' t/a MAERSK LINE PETITION FOR AN AWARD OF ATTORNEYS' FEES
AND EXPENSES WITH SUPPORTING MEMORANDUM OF LAW**

Defendant and Third Party Plaintiff Dampskibsselskabet AF 1912 Aktieselskab and Aktieselskabet Dampskibsselskabet Svendborg t/a "Maersk Line" by and through its attorneys, Palmer Biezup & Henderson LLP, hereby submits the following Petition for Attorneys' Fees and Expenses and Supporting Memorandum of Law pursuant to the August 20, 2002 Order issued by

the Court requesting the parties to file petitions for attorneys' fees and expenses be filed on or before September 4, 2002.

This Honorable Court in its Memorandum Findings of Fact and Conclusions of Law (hereinafter the "Decision") dated August 14, 2002 ruled that Maersk Line was entitled to full indemnity from Defendant Kellaway pursuant to the terms and conditions of the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA") that was in effect between Kellaway and Maersk Line in June of 1999. (Decision, Page(s) 30-31). This Honorable Court ruled that Maersk Line was entitled to indemnity because the loss of the container in question occurred during the "Interchange Period" (Decision, Page 29) and Kellaway's negligence was a proximate cause of the loss of the container and cargo in question. (Decision, Page(s) 20-23).

Under the terms of the governing UIIA, Maersk Line is entitled to recover its attorneys' fees and costs incurred in defending against the claim of PVH, as well as its attorneys' fees and costs incurred in enforcing the provisions of the UIIA against Kellaway. Part III, Section 7 of the UIIA is entitled "Liability, Indemnity, and Insurance" and Part III, Section 7(d) provides:

Indemnity: Motor Carrier [Kellaway Transportation, Inc.] agrees to defend, hold harmless, and fully indemnify Provider [Maersk Line], Equipment Owner, and/or Facility Operator, as their interests appear, against any and all loss, damage or liability, including reasonable attorneys' fees and costs incurred in the enforcement of this Agreement, suffered by Provider, Equipment Owner and /or Facility Operator arising out of Motor Carrier's negligent or intentional acts or omissions during an Interchange Period and/or presence on Facility Operator's premises."

Maersk Line Exhibit "T"

Part III, Section 7(e) of the UIIA provides:

Motor Carrier shall provide legal defense to Provider, Equipment Owner and/or Facility Operator for any claim arising against Motor Carrier under Section III.7.d.

Marersk Line Exhibit "T"

There is no question that Maersk Line tendered its defense of the PVH claim to Kellaway on July 17, 2000 (Decision, Page 8; Maersk Line Exhibit "N") and that Kellaway refused the tender and forced Maersk Line to not only defend the PVH claim but incur additional attorneys' fees and expenses in enforcing the terms and conditions of the UIIA.¹

It should also be noted that under the UIIA Kellaway also agreed to provide insurance coverage for the benefit of Maersk Line to cover the claims which are the subject of the captioned lawsuit and any liability incurred by Maersk Line. See: UIIA (Maersk Line Exhibit "T") at Part III, Section 7(f)(1)-(3) and Maersk Line Addendum to UIIA (Maersk Line Exhibit "T") at Section VII A(1)-(4) and B. Kellaway's failure to provide insurance and take over Maersk Line's defense is another basis for Maersk Line recovering its attorneys' fees and other costs in this matter.

The quantum of express or implied contractual attorneys' fees and expenses is a matter for the Court to decide after contractual liability is decided at a trial. See SPM Corporation v. M/V MING MOON, 965 F.2d 1297, 1300 (3rd Cir. 1992); McGuire v. Russell Miller, Inc., 1 F. 3d 1306,

¹ Even if the Court were to somehow find that the UIIA does not apply, Maersk Line would still be entitled to recover its attorneys' fees and costs from Kellaway under Pennsylvania common law. See Boiler Engineering and Supply Co. v. General Controls, Inc., 443 Pa. 44, 47, 277 A.2d 812 (1971); see also Treco, Inc. v. Wolf Investments Corp., Inc., 2001 W.L. 1807762 at *4 (Pa. Com.Pl. Feb. 15, 2001).

1313 (2d Cir. 1993). The amount of attorneys' fees and expenses to be awarded post-trial is decided by the Judge who presided over the trial. See M/V MING MOON, *supra*; McGuire, *supra*.

The M/V MING MOON case made two trips to the Third Circuit Court of Appeals. The first trip was after a bench trial in which the District Court Judge found all defendants liable to the Plaintiff, SPM Corp., but found that the COGSA \$500.00 package limitation applied to limit the amount of all defendants' liability. The Third Circuit noted that "[t]he District court also ruled that Blue Anchor was entitled to indemnification from Yangming and Maher, including reasonable attorney's fees, but the amount of those fees has yet to be resolved." SPM Corporation v. M/V MING MOON, 965 F.2d 1297, 1300 (3rd Cir. 1992). After affirming the liability and limitation findings in part and reversing in part, the Third Circuit, in its conclusion held: "The order of the district court will be affirmed in part and reversed in part, and the case will be remanded for entry of a corrected judgment and for final resolution of Blue Anchor's indemnity claim, as well as other proceedings that have yet to be concluded." SPM Corporation v. M/V MING MOON, 965 F.2d at 1306. After remand to the District Court where the amount of attorneys' fees was considered, the case made its way for a second time to the Third Circuit, where the Court affirmed the award of \$61,556.15 incurred by the indemnitee in defending against the claims of the plaintiff. SPM Corporation v. M/V MING MOON, 22 F.3d 523, 528-29 (3d Cir. 1994). Thus, it is clear that the issue of the amount of attorneys' fees in an indemnity context should be addressed subsequent to the conclusion of a bench trial and prior to the entry of final judgment.

The same conclusion was reached by the Second Circuit Court of Appeals in McGuire v. Russell Miller, Inc., 1 F.3d 1306 (2d Cir. 1993):

"This Circuit has never decided what procedure a district judge should follow in deciding a contractual claim for attorneys' fees. Counsel for both sides agreed at oral argument that the common practice in the district courts of this Circuit is for the judge to determine the amount of attorneys' fees owned pursuant to an indemnification agreement after the liability for such fees is decided at a trial, whether bench or jury. [citations omitted]. Following common practice, today we make law out of what was previously common sense: when a contract provides for an award of attorneys' fees, the jury is to decide at trial whether a party may recover such fees; if the jury decides that a party may recover attorneys' fees, then the judge is to determine a reasonable amount of fees."

McGuire v. Russell Miller, Inc., 1F.3d 1306, 1313 (2d Cir. 1993).

The rule set forth in McGuire and M/V MING MOON that the quantum of fees must be determined post-trial makes sense because the cost of defending the PVH claim through trial, including the actual trial time and post-trial briefing, could not possibly be determined until the completion of the trial and post-trial briefing. Moreover, it serves judicial economy to consider such collateral issues after a trial court rules on the contractual liability which forms the basis of the claim for counsel.

Finally, the U.S. Supreme Court has indicated that a claim for counsel fees in equity is a matter which is collateral to the merits and can be asserted by way of a petition after a trial ruling on the merits by the District Court. Sprague v. Ticonic Bank, 307 U.S. 161, 59 S. Ct. 777, 781-782 (1939); see also: Budinich v. Becton Dickinson and Co., 486 U.S. 196, 202, 108 S. Ct. 1717, 1721 (1988); Osterneck v. Ernst & Whinney, 489 U.S. 169, 109 S.Ct. 987, 991 (1989).

Attached hereto as Exhibit "A " is the Affidavit of Maersk Line's trial counsel, Richard Q. Whelan. The Affidavit of Maersk Line's trial counsel, together with supporting exhibits, establishes

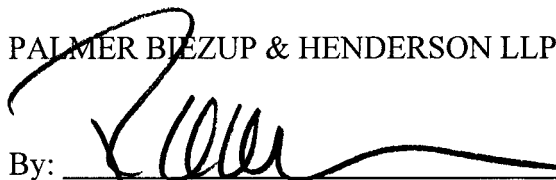
that Maersk Line has paid a total of \$71,572.35 in legal fees and expenses through April 30, 2002. There will be additional fees and expenses incurred to ring this matter to a conclusion. Given the attorney time required to defend PVH's claim and to enforce the provisions of the UIIA, the fees incurred by Maersk Line were reasonable under the circumstances.

CONCLUSION

For the reasons stated above, judgment should be entered in favor of Maersk Line and against Kellaway in the amount of \$71,572.35 for the attorneys' fees and expenses incurred by Maersk Line in defending Plaintiff PVH's claim and in seeking to enforce the UIIA against Kellaway plus all additional fees and expenses incurred by Maersk Line to bring this matter to a conclusion.

Respectfully submitted,

PALMER BIEZUP & HENDERSON LLP

By: 

Richard Q. Whelan (ID # 35688)
William E. Ecenbarger, Jr.
Attorneys for Defendant and Third
Party Plaintiff DAADS (t/a Maersk Line)
956 Public Ledger Building
620 Chestnut Street
Philadelphia, PA 19106-3409
(215) 625-9900

Dated: September 4, 2002

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that service of a true and correct copy of Defendant/Third-Party Plaintiff DAADS' (t/a Maersk Line) Petition for Attorneys' Fees and Expenses and supporting Memorandum of Law was made to the below-listed counsel on September 4, 2002 via Hand Delivery.

George R. Zacharkow, Esquire
Mattioni Ltd.
399 Market Street, 2nd Floor
Philadelphia, PA 19106

Carl H. Delacato, Esquire
Hecker, Brown, Sherry & Johnson
1700 Two Logan Square
18th & Arch Streets
Philadelphia, PA 19103

Ann-Michele G. Higgins, Esquire
Rawle & Henderson LLP
The Widener Building
One South Penn Square
Philadelphia, PA 19107

Patrick J. Keenan, Esquire
Duffy & Keenan
The Curtis Center, Suite 1150
Independence Square West
Philadelphia, PA 19106

PALMER BREZUP & HENDERSON LLP

By: 

Richard Q. Whelan
Attorney for DAADS t/a Maersk Line
620 Chestnut Street
956 Public Ledger Building
Philadelphia, PA 19106-3409
(215) 625-9900

A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

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PHILLIPS-VAN HEUSEN CORP.,

Plaintiff,

- against -

J.V.E. CO., INC.,

Defendant,

- and -

Civil Action No.: 1: CV-00-0665
(Hon. Sylvia H. Rambo)

mitsui o.s.k. lines ltd.;
dampskibsselskabet af 1912
aktieselskab and aktieselskabet
dampskibsselskabet svendborg,
Defendants/Third Party Plaintiffs,

- against -

Kellaway Transportation, Inc.;
Kellaway Intermodal & Distribution
Systems, Kellaway Intermodal
Services, Inc. and Kellaway Terminal
Services, Inc.,

Third Party Defendants.

-----X

AFFIDAVIT / VERIFICATION

I, Richard Q. Whelan, being duly sworn according to Law, depose and say:

1. I have been a partner at the law firm Palmer Biezup & Henderson LLP since 1989,
having joined the firm as an associate in August of 1981;

2. I was admitted to the bar of The Commonwealth of Pennsylvania in 1981 and I am a
member in good standing of the bars of The State of New York, the U.S. Court of Appeals for the
Third Circuit, the U.S. District Courts for the Middle and Eastern Districts of Pennsylvania, the U.S.

District Courts for the Eastern and Southern District of New York, and the U.S. District Court for the District of Maryland;

3. The law firm of Palmer Biezup & Henderson LLP specializes in the area of Maritime Law;

4. I have been a member of the Maritime Law Association of the United States since 1981 and I have spent the great majority of my time since 1981 practicing in the area of Maritime Law and litigation;

5. My firm, Palmer Biezup & Henderson LLP, was engaged by Maersk Line to defend Defendant Dampskibsselskabet AF 1912 Aktieselskab and Artieselskabet Dampskibsselskabet Svenborg t/a Maersk Line (hereinafter "Maersk Line") in the captioned action brought by Plaintiff Phillips-Van Heusen ("PVH") and to assert an indemnity claim against Third-Party Defendant Kellaway to enforce the terms of contract between Maersk Line and Kellaway, the Uniform Intermodal Interchange Agreement ("UIIA");

6. Our engagement to act as counsel for Maersk Line commenced on or about December 20, 2000 and has continued to date;

7. I was designated as the partner in charge of this file at the request of Maersk Line;

8. Palmer Biezup & Henderson LLP associate William E. Ecenbarger assisted me in handling the file. Mr. Ecenbarger is a member in good standing of the bars of the States of New Jersey (1998) and New York (1999) and the U.S. District Courts for the District of New Jersey and the Eastern and Southern Districts of New York. Ninety-five percent of Mr. Ecenbarger's practice since 1998 has been in the area of Maritime Law. Mr. Ecenbarger assisted me in an effort to reduce the hourly rate charged the client and he was assigned work which was in accordance with his level

of experience;

9. Palmer Biezup & Henderson LLP partner Gary F. Seitz, associate Stephen P. Bosio and paralegal Helle K. Richards also worked on this file during the early stages;

10. For time entries prior to 2001, my attorney time was charged at \$210 per hour, and thereafter, my attorney time was charged at \$215 per hour;

11. Mr. Ecenbarger's rate was \$145 per hour; paralegal Helle Richards' rate was \$100 per hour, Stephen P. Bosio's rate was \$130 per hour, and partner Gary F. Seitz's hourly rate was \$190;

12. During the discovery and trial stages, Plaintiff PVH and Third-Party Defendant Kellaway contested a significant number of issues including, but not limited to, the amount of damages claimed, the applicability of the terms of the bill of lading, the applicability of the UIIA, choice of law, Maersk Line's right to a defense, the requirement to provide Maersk Line insurance, indemnification, the identity of the owner and operator of the container terminal, the custom and practice in the industry for security measures at a container terminal, the documents issued in connection with the carriage of the cargo by Kellaway, and the authenticity of certain documents including, but not limited to, the UIIA, certain Kellaway documents, and documents produced by PVH to support a claim for alleged lost profits;

13. Due to the substantial number of hotly contested issues, our firm was required to do a substantial amount of legal research, investigation, discovery depositions, the drafting of briefs, memoranda, multiple sets of findings of fact and conclusions of law and other documents, and client reporting to properly defend PVH's claims, pursue indemnity against Kellaway and manage the file. The legal research included issues unique to this case, recent decisions and updating (search and research including factually similar cases);

14. Moreover, we were required to attend a number of court and counsel conferences and prepare for and try this matter to its conclusion. Following the trial, it was necessary for us to review the trial transcript and prepare and submit revised Findings of Fact and Conclusions of Law, as well as a Trial Brief and Memorandum of Law on fees;

15. The attorney time in hours spent defending Plaintiff's claim and pursuing indemnity and the enforcement of the UIIA is reflective of the many contested issues involved, the work required to fully protect Maersk Line's indemnity claim against Kellaway, and the work required to reduce Plaintiff PVH's damages as much as possible;

16. My firm's attorney time in hours spent through trial in this matter was, in my experience, commensurate with the attorney time spent in similar cases we have handled for similar clients who have paid our bills for similar amounts of attorney time;

17. My firm has billed Maersk Line a total of \$71,572.35 in attorney's fees and costs for defending Plaintiff PVH's claim and pursuing indemnity against Kellaway to enforce the terms of the UIIA;

18. Attached as composite Exhibit "1" are copies of the following Palmer Biezup & Henderson LLP invoices which have been submitted by me to my client in this matter and paid in full on behalf of Maersk. Portions of certain individual time entries have been redacted because they contain confidential information protected by the attorney-client privilege.

| <u>Invoice #</u> | <u>Time Period</u> | <u>Amount</u> |
|------------------|-------------------------|---------------|
| 1085-358-001 | 12/20/00 - 12/31/00 | \$ 1,146.65 |
| 1085-358-002 | 01/02/01 - 05/31/01 | 5,843.14 |
| 1085-358-003 | 08/27/01 (Disbursement) | 1,350.00 |

| | | |
|--------------|-------------------------|---------------|
| 1085-358-005 | 06/01/01 - 12/31/01 | 25,087.07 |
| 1085-358-006 | 01/01/02 - 04/31/02 | 37,545.49 |
| 1085-358-902 | 04/04/02 (Disbursement) | <u>600.00</u> |
| TOTAL | | \$71,572.35 |

19. The actual attorney time spent in connection with the captioned lawsuit was recorded contemporaneously in daily time records by the individual attorneys who worked on the case in accordance with our office policy. My firm's billing system is computerized and client activity accounts and entries are reviewed for accuracy and relationship to the time spent;

20. In accordance with our office policy, there are no charges for clerical or other work performed by secretarial personnel in the invoices attached as composite Exhibit "1";

21. The attorney billing rates and all other charges set forth in the Palmer Biezup & Henderson LLP invoices attached as composite Exhibit "1" are the rates and charges which my firm normally bills for legal services in Maritime cases such as the captioned lawsuit and my firm has routinely received payment on such bills at such rates in Maritime cases;

22. The aforesaid rates are well-known to my firm's Maritime clients and my firm has billed and collected professional fees and disbursements based on such rates on hundreds of files handled for substantially similar Maritime clients;

23. Based upon my more than twenty (20) years of experience as a Maritime Lawyer, the hourly rates charged by my firm in this matter were reasonable and within the range that is charged by similar Maritime firms serving similar clients;


24. Invoice 1085-358-003 in the amount of \$1,350 and invoice 1085-358-902 are amounts paid to Maersk Lines' container yard security experts, DeBellis & Associates, who issued an expert

report in this matter. The charge of \$1,350 by DeBellis was for expert consultation and the issuance of the expert report exchanged with all counsel. The \$600 charge was for DeBellis' travel expenses in attending the trial;

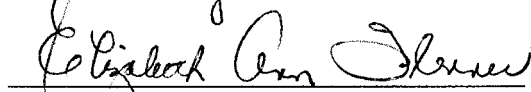
25. With regard to disbursement charges, my firm's in-house duplicating charges were recorded on a "Copytrack" computer system by file number and charged at 25¢ per page. Charges for long distance telephone calls, faxes and postage are based on the firm's actual cost and are recorded by file number via computer at the time the charge is incurred. Computer research is similarly charged on an actual cost basis;

26. Additional fees have been incurred since this Honorable Court's decision of August 14, 2002 and said fees are continuing to date. My firm's August, 2002 billing period has not yet been closed.

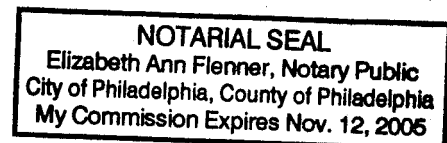
27. The foregoing statements are true and correct and are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.


Richard Q. Whelan

Subscribed and sworn before me, this 4th day
of September, 2002, a Notary Public in and
for Philadelphia County, State
of Pennsylvania.


NOTARY PUBLIC

My Commission expires Nov. 12, 2005



Owners of M/V DRAGORE MAERSK
c/o Tindall Riley (Marine) Ltd.
New City Court
20 St. Thomas Street
London, Se1 9RR England

28 February 2001

M/V DRAGORE MAERSK
Invoice No.: 1085-358-001

PALMER BIEZUP & HENDERSON LLP
Counselors at Law
956 Public Ledger Building
Independence Square
Philadelphia, PA 19106-3409
Federal Tax ID Number 23-2107405
(215) 625-9900 Fax No.: (215) 625-0185

| | |
|--|------------|
| PROFESSIONAL SERVICES: | \$1,146.00 |
| (in accordance with attached computer printout) | |

| | |
|----------------|------------|
| DISBURSEMENTS: | <u>.65</u> |
|----------------|------------|

| | |
|-------|-------------------|
| TOTAL | <u>\$1,146.65</u> |
|-------|-------------------|

RQW:eaf

PBH: 137210.1

COMPOSITE EXHIBIT "1"

PALMER BIEZUP & HENDERSON LLP
 620 CHESTNUT STREET, SUITE 956
 PHILADELPHIA, PA 19106-3409
 FEDERAL TAX ID NUMBER 23-2107405
 (215) 625-9900 FAX NO. (215) 625-0185

February 23, 2001

Billed through 12/31/00

Bill number 1085-00358-001 RQW

Owners Of M/V DRAGORE MAERSK
 c/o Tindall Riley (Marine) Ltd.
 New City Court
 20 St. Thomas Street
 London, SE1 9RR England

M/V DRAGORE MAERSK - Failure to Deliver Cargo of Izod Polo
 Shirts - May 18, 1999

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|--------------|--|------------------|--------|
| 12/20/00 RQW | Telephone call received from plaintiff's attorney; received telephone call from plaintiff's attorney. | .30 hrs 210 /hr | 63.00 |
| 12/21/00 RQW | Received and reviewed Complaint; telephone call with counsel for Cargo; telephone call with Maersk re Request to Answer Complaint. | .40 hrs 210 /hr | 84.00 |
| 12/26/00 SPB | Prepare Draft Answer to Complaint. | 2.00 hrs 130 /hr | 260.00 |
| 12/27/00 RQW | Reviewed and revised Answer to Complaint; telephone call to Clerk of Court; letter to Clerk of Court and plaintiff's counsel. | 1.50 hrs 210 /hr | 315.00 |
| 12/27/00 RQW | Reviewed and revised Answer. | .70 hrs 210 /hr | 147.00 |
| 12/27/00 RQW | Telephone call with plaintiff's attorney re claim. | .20 hrs 210 /hr | 42.00 |
| 12/27/00 SPB | Research address for service on third party defendant Kellaway; draft Third Party Complaint. | 1.00 hrs 130 /hr | 130.00 |
| 12/28/00 RQW | Telephone call with plaintiff's counsel re status of Court proceeding and claim. | .30 hrs 210 /hr | 63.00 |
| 12/28/00 RQW | Arranged for joinder complaint. | .20 hrs 210 /hr | 42.00 |

Total fees for this matter \$ 1,146.00

Owners Of M/V DRAGORE MAERSK
Bill number 1085-00358-001 RQW

PAGE 2

DISBURSEMENTS

Postage .65

Total disbursements for this matter \$.65

BILLING SUMMARY

| | | | |
|-------------------|----------|---------|--------|
| Richard Q. Whelan | 3.60 hrs | 210 /hr | 756.00 |
| Stephen P. Bosio | 3.00 hrs | 130 /hr | 390.00 |

TOTAL FEES 6.60 hrs \$ 1,146.00

TOTAL DISBURSEMENTS \$.65

TOTAL CHARGES FOR THIS BILL \$ 1,146.65

Owners of M/V DRAGORE MAERSK
c/o Tindall Riley (Marine) Ltd.
New City Court
20 St. Thomas Street
London, Se1 9RR England

13 June 2001

M/V DRAGORE MAERSK
Invoice No.: 1085-358-002

PALMER BIEZUP & HENDERSON LLP
Counselors at Law
956 Public Ledger Building
Independence Square
Philadelphia, PA 19106-3409
Federal Tax ID Number 23-2107405
(215) 625-9900 Fax No.: (215) 625-0185

| | |
|--|-------------------|
| PROFESSIONAL SERVICES: | \$5,193.00 |
| (in accordance with attached computer printout) | |
| DISBURSEMENTS: | <u>650.14</u> |
| TOTAL | <u>\$5,843.14</u> |

RQW:eaf

PALMER BIEZUP & HENDERSON LLP
 620 CHESTNUT STREET, SUITE 956
 PHILADELPHIA, PA 19106-3409
 FEDERAL TAX ID NUMBER 23-2107405
 (215) 625-9900 FAX NO. (215) 625-0185

June 13, 2001

Billed through 05/31/01

Bill number 1085-00358-002 RQW

Owners Of M/V DRAGORE MAERSK
 c/o Tindall Riley (Marine) Ltd.
 New City Court
 20 St. Thomas Street
 London, SE1 9RR England

M/V DRAGORE MAERSK - Failure to Deliver Cargo of Izod Polo
 Shirts - May 18, 1999

FOR PROFESSIONAL SERVICES RENDERED

| | | | | |
|----------|-----|---|------------------|--------|
| 01/02/01 | SPB | Draft third party complaint; research PA warehouseman statute. | .50 hrs 130 /hr | 65.00 |
| 01/03/01 | RQW | Reviewed claims documents; discussed with GFS; telephne call with Maersk claims office re equipment interchange agreement with Maersk. | 1.90 hrs 215 /hr | 408.50 |
| 01/03/01 | HKR | Telephone Clerk's Office re obtaining copies of pleadings (3xs). | .30 hrs 100 /hr | 30.00 |
| 01/04/01 | RQW | Reviewed file re third party complaint; researched defendants related to Kellaway; started complaint. | 1.10 hrs 215 /hr | 236.50 |
| 01/04/01 | RQW | Revised third party complaint. | .50 hrs 215 /hr | 107.50 |
| 01/04/01 | RQW | Worked on Third party Complaint; telepone call with Maersk, New Jersey. | 1.30 hrs 215 /hr | 279.50 |
| 01/08/01 | GFS | Review and revise third-party complaint and cover letter for filing. | .60 hrs 190 /hr | 114.00 |
| 01/12/01 | RQW | Reviewed status; prepared report to client concerning status of joinder and Answer; revised report to client. | 1.00 hrs 215 /hr | 215.00 |
| 01/15/01 | RQW | Received and reviewed Joinder Summons for the 4 Kellaway Companies; reviewed locations and considered service strategy; arranged for service of Kellaway Transportation, Inc. | .80 hrs 215 /hr | 172.00 |
| 01/15/01 | SPB | Research agents of Kellaway corporations for service. | .30 hrs 130 /hr | 39.00 |
| 01/16/01 | SPB | Research location of agents of Kellaway divisions for service of process. | 1.00 hrs 130 /hr | 130.00 |

Owners of M/V DRAGORE MAERSK
 Bill number 1085-00358-002 RQW

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| 01/17/01 | SPB | Prepare service of process of third-party complaint on third-party defendants. | | |
| | | | .90 hrs 130 /hr | 117.00 |
| 01/19/01 | RQW | Reviewed service papers. | .20 hrs 215 /hr | 43.00 |
| 01/19/01 | SPB | Research rules and procedures for service of process on defendants outside PA. | | |
| | | | .60 hrs 130 /hr | 78.00 |
| 01/24/01 | RQW | Telephone call with cargo counsel re depositions of Kellaway. | .30 hrs 215 /hr | 64.50 |
| 01/25/01 | RQW | Telephone call received from cargo plaintiff in Mitsui Osk Line case (involving other 2 containers) re depositions of Kellaway personnel; reviewed docket and telephone call with cargo plaintiff's counsel in our case re schedule. | | |
| | | | .40 hrs 215 /hr | 86.00 |
| 01/26/01 | RQW | Received and reviewed correspondence from plaintiff's counsel. | .20 hrs 215 /hr | 43.00 |
| 01/29/01 | RQW | Telephone call received from plaintiff's attorney re discovery schedule. | .20 hrs 215 /hr | 43.00 |
| 02/23/01 | SPB | Re-attempt service of Kellaway Transportation Corporation in PA; contact process server re incorrect address for service of process on record at PA Corporations Bureau. | | |
| | | | .40 hrs 130 /hr | 309.00 |
| 02/23/01 | RQW | Reviewed status of service. | .30 hrs 215 /hr | 64.50 |
| 03/06/01 | RQW | Reviewed status; telephone call wit counsel. | | |
| | | | .30 hrs 215 /hr | 64.50 |
| 03/06/01 | RQW | Second telephone conference with counsel for Kellaway re Service and Entry of Appearance. | | |
| | | | .20 hrs 215 /hr | 43.00 |
| 03/07/01 | SPB | Checked status of service on Kellaway Corporation in Harrisburg. | .20 hrs 130 /hr | 26.00 |
| 03/09/01 | SPB | Prepared proof of service affidavits. | | |
| | | | .50 hrs 130 /hr | 65.00 |
| 03/15/01 | RQW | Telephone call with plaintiff's attorney. | | |
| | | | .20 hrs 215 /hr | 43.00 |
| 03/15/01 | RQW | Revised proof of service affidavits and checked exhibits. | .80 hrs 215 /hr | 172.00 |
| 04/02/01 | RQW | Reviewed market dates for discussion with cargo counsel. | .50 hrs 215 /hr | 107.50 |
| 04/03/01 | SPB | Research address for Kellaway Corporation in Pennsylvania. | .40 hrs 130 /hr | 52.00 |
| 04/04/01 | SPB | Research address of Kellaway Corporation for service in MA. | .50 hrs 130 /hr | 65.00 |
| 04/05/01 | RQW | Telephone conference with counsel for Kellaway; letter to counsel for Kellaway; prepared fax to Massoud M. at Maersk, Inc. reporting on status and requesting [REDACTED]; reviewed and revised fax report/request. | | |
| | | | 1.90 hrs 215 /hr | 408.50 |

Owners Of M/V DRAGORE MAERSK

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Bill number 1085-00358-002 RQW

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|--------------|--|------------------|--------|
| 04/05/01 RQW | Telephone call with cargo counsel. | .20 hrs 215 /hr | 43.00 |
| 04/09/01 RQW | Telephone call received from clerk's office in M.D. Pa. Harrisburg; telephone call to Kellaway counsel - left detailed message. | .30 hrs 215 /hr | 64.50 |
| 04/09/01 RQW | Telephone call received from counsel for Kellaway; arranged for agreement to accept service; letter to counsel for Kellaway confirming agreement; letter to clerk of court re service completed. | 1.20 hrs 215 /hr | 258.00 |
| 04/10/01 RQW | Received and reviewed answer and crossclaim by third party defendant Kellaway; prepared answer to third party defendant's crossclaim; prepared letter to court; prepared letter to counsel for Kellaway and plaintiff. | .80 hrs 215 /hr | 172.00 |
| 04/11/01 RQW | Telephone call received from Kellaway counsel. | .10 hrs 215 /hr | 21.50 |
| 04/16/01 RQW | Received and reviewed service forms; reviewed, revised and filed service forms. | .30 hrs 215 /hr | 64.50 |
| 04/16/01 RQW | Revise answer to crossclaim and letters. | .70 hrs 215 /hr | 150.50 |
| 04/16/01 SPB | Prepare proof of service for two Kellaway companies for filing in Federal Court. | .80 hrs 130 /hr | 104.00 |
| 04/19/01 RQW | Received and reviewed Kellaway motion to consolidate and 2 letters from Clerk of Court confirming receipt of Proof of Service and Answer to Crossclaim. | .40 hrs 215 /hr | 86.00 |
| 04/30/01 RQW | Received and reviewed motion and letter to court by Kellaway; telephone call with counsel for Kellaway. | .40 hrs 215 /hr | 86.00 |
| 05/08/01 RQW | Received correspondence and filing by Kellaway. | .20 hrs 215 /hr | 43.00 |
| 05/10/01 RQW | Telephone call received from counsel for cargo interests. | .30 hrs 215 /hr | 64.50 |
| 05/10/01 RQW | Letter to all counsel re new stipulated case management order; revised letter. | .30 hrs 215 /hr | 64.50 |
| 05/16/01 RQW | Received and reviewed correspondence. | .20 hrs 215 /hr | 43.00 |
| 05/21/01 RQW | Received and reviewed Court Order and correspondence from client. | .10 hrs 215 /hr | 21.50 |
| 05/29/01 RQW | Received and reviewed proposed stipulation; telephone call and report to Maersk. | .50 hrs 215 /hr | 107.50 |
| 05/29/01 RQW | Received and reviewed and docketed Amended Scheduling Order. | .30 hrs 215 /hr | 64.50 |
| 05/29/01 RQW | Revised correspondence to Kellaway counsel. | .20 hrs 215 /hr | 43.00 |

Total fees for this matter

\$ 5,193.00

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-002 RQW

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DISBURSEMENTS

| | |
|---|----------|
| Messenger/Delivery - Federal Express invoice 5-685-12066 | 11.14 |
| Messenger/Delivery - Federal Express invoice 5-685-69273 | 15.20 |
| Messenger/Delivery - Federal Express invoice 5-685-95299 | 11.14 |
| Service Fees - Torri's Legal Services invoice 4016 | 150.00 ✓ |
| Duplicating/Outside - CourtLink inv. 21-855 | 23.87 |
| Messenger/Delivery - Federal Express invoice 5-735-40630 | 17.54 |
| Service Fees - Torri's Legal Services invoice 4367 for attempted service of summons and complaint | 125.00 0 |
| Messenger/Delivery - Federal Express invoice 5-783-94783 | 23.58 |
| Duplicating/In-House | 185.00 |
| Telecopier | 4.25 |
| Long Distance Telephone | 4.86 |
| Postage | 12.83 |
| Lexis/Westlaw | 65.73 |

| | | |
|-------------------------------------|----|-----------------|
| Total disbursements for this matter | \$ | ----- 650.14 |
|-------------------------------------|----|-----------------|

BILLING SUMMARY

| | | | |
|-----------------------------|-----------|---------|-------------------|
| Richard Q. Whelan | 18.60 hrs | 215 /hr | 3,999.00 |
| Gary F. Seitz | .60 hrs | 190 /hr | 114.00 |
| Stephen P. Bosio | 6.10 hrs | 172 /hr | 1,050.00 |
| Helle Koch Richards | .30 hrs | 100 /hr | 30.00 |
| TOTAL FEES | 25.60 hrs | \$ | ----- 5,193.00 |
| TOTAL DISBURSEMENTS | | \$ | 650.14 |
| TOTAL CHARGES FOR THIS BILL | | \$ | ----- 5,843.14 |

Owners of M/V DRAGORE MAERSK
c/o Tindall Riley (Marine) Ltd.
New City Court
20 St. Thomas Street
London, Se1 9RR England

27 August 2001

M/V DRAGORE MAERSK
Invoice No.: 1085-358-03

PALMER BIEZUP & HENDERSON LLP
Counselors at Law
956 Public Ledger Building
Independence Square
Philadelphia, PA 19106-3409
Federal Tax ID Number 23-2107405
(215) 625-9900 Fax No.: (215) 625-0185

INTERIM DISBURSEMENT BILL

M/V DRAGORE MAERSK
Phillips - Van Heusen Corp. vs Dampskibsselskabet, et al
Your Ref. : CMD/1999/5063/LMC
Our File No. 1085-358/RQW

| | |
|----------------------------|------------|
| DeBellis & Associates, LLC | \$1,350.00 |
|----------------------------|------------|

| | |
|-------|-------------------|
| TOTAL | <u>\$1,350.00</u> |
|-------|-------------------|

PALMER BIEZUP & HENDERSON **CHECK NO. 51756**
 VENDOR

| R REF. NO. | YOUR INV. NO. | INVOICE DATE | INVOICE AMOUNT | AMOUNT PAID | DISCOUNT TAKEN |
|-------------|---------------|--------------|----------------|-------------|----------------|
| 085-358 | | 2/1/02 | \$1,350.00 | \$1,350.00 | .00 |
| Check Total | | | | \$1,350.00 | |

PALMER BIEZUP & HENDERSON **51756**
 SUITE 956 PUBLIC LEDGER BUILDING
 PHILADELPHIA, PA 19106-3409
 FED ID# 23-2107405

FIRST UNION NATIONAL BANK
 PHILADELPHIA, PENNSYLVANIA 19102
 3-50-310

CHECK NO. 51756 CHECK DATE 2/1/02 VENDOR NO.

Y

CHECK AMOUNT

ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS*****\$1,350.00

THE
 DER
 OF

DeBellis & Associates, LLC



Security features included. Details on back.



DeBellis & Associates L.L.C.

1155 W. Chestnut St.

Union, NJ 07083

908-964-9699

908-964-8306 Facsimile

Invoice

| DATE | INVOICE # |
|---------|-----------|
| 8/17/01 | 401 |

BILL TO

Law Offices of Palmer, Biezup, Henderson
 Bill Ecenbarger
 620 Chestnut Street
 965 Public Ledger Blvd.
 Philadelphia, PA 19106

| TERMS | DUE DATE |
|--------------------------|----------|
| Net 30, 1.5% Finance ... | 9/16/01 |

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|------------------------------|---|-----|--------------|-------------------|
| Travel Time | Travel Union, NJ to Harrisburg, PA and return trip. | 7 | 75.00 | 525.00 |
| Review Report | Resulting Site Survey of 4390 Chamber Hills Road Document review, report preparation, secretarial costs regarding expert testimony in theft of three containers of shirts stolen Kellaway Transportation, 4390 Chamber Hills Road, Harrisburg, PA, on 06/18-20/1999 | 11 | 75.00 | 825.00 |
| Thank you for your business. | | | Total | \$1,350.00 |

Owners of M/V DRAGORE MAERSK
c/o Tindall Riley (Marine) Ltd.
New City Court
20 St. Thomas Street
London, Se1 9RR England

28 February 2002

M/V DRAGORE MAERSK
Invoice No.: 1085-358-005

PALMER BIEZUP & HENDERSON LLP
Counselors at Law
956 Public Ledger Building
Independence Square
Philadelphia, PA 19106-3409
Federal Tax ID Number 23-2107405
(215) 625-9900 Fax No.: (215) 625-0185

STATEMENT

| | |
|---|--------------------|
| PROFESSIONAL SERVICES: | \$21,752.00 |
| for the period of June 1 - December 31, 2001 (in accordance with attached computer printout) | |
| DISBURSEMENTS: | <u>3,335.07</u> |
| TOTAL | <u>\$25,087.07</u> |

RQW:en

PALMER BIEZUP & HENDERSON LLP
 620 CHESTNUT STREET, SUITE 956
 PHILADELPHIA, PA 19106-3409
 FEDERAL TAX ID NUMBER 23-2107405
 (215) 625-9900 FAX NO. (215) 625-0185

February 25, 2002

Billed through 12/31/01

Bill number 1085-00358-005 RQW

Owners Of M/V DRAGORE MAERSK
 c/o Tindall Riley (Marine) Ltd.
 New City Court
 20 St. Thomas Street
 London, SE1 9RR England

M/V DRAGORE MAERSK - Failure to Deliver Cargo of Izod Polo
 Shirts - May 18, 1999

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|--------------|--|------------------|--------|
| 06/13/01 RQW | Telephone conversation & correspondence received from Kellaway re: Stipulation. | .30 hrs 215 /hr | 64.50 |
| 06/14/01 RQW | Received, reviewed and analyzed Trailer Interchange contract; telephone conference with client. | .50 hrs 215 /hr | 107.50 |
| 06/20/01 RQW | Telephone conversation Kellaway counsel. | .20 hrs 215 /hr | 43.00 |
| 07/03/01 RQW | Reviewed status. | .30 hrs 215 /hr | 64.50 |
| 07/04/01 RQW | Prepared Third Party Complaint against J.V.E.Co., Inc.; Owner of the Terminal/Depot where containers were stolen. | 2.80 hrs 215 /hr | 602.00 |
| 07/05/01 HKR | Confer with RQW re filing. | .10 hrs 100 /hr | 10.00 |
| 07/05/01 HKR | Telephone conference with courier services re filing in Harrisburg. | .30 hrs 100 /hr | 30.00 |
| 07/05/01 RQW | Reviewed, Revised & supplemented Third Party Complaint against JVE, INC; Letter to Court; prepared Exhibits. | 1.90 hrs 215 /hr | 408.50 |
| 07/05/01 RQW | Telephone Conference with Clerk's office Concerning Third Party Complaint and Consolidation; Letter of insurance company's broker placing them on notice of claim. | .40 hrs 215 /hr | 86.00 |
| 07/09/01 WEE | Received instructions for preparation of discovery requests. | .30 hrs 145 /hr | 43.50 |
| 07/09/01 RQW | Received telephone call from plaintiff's counsel Re: Amended Complaint. | .20 hrs 215 /hr | 43.00 |
| 07/10/01 RQW | Received & Reviewed disclosures of Kellaway. | .20 hrs 215 /hr | 43.00 |
| 07/10/01 RQW | Received correspondence from court. | .10 hrs 215 /hr | 21.50 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-005 RQW

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|--------------|--|--------|
| 07/11/01 WEE | Review file and documents produced by Kellaway Trucking. .90 hrs 145 /hr | 130.50 |
| 07/27/01 WEE | Begin drafting discovery requests; review file. 1.30 hrs 145 /hr | 188.50 |
| 07/30/01 WEE | Research cargo security on internet. Search for cargo terminal security expert. Draft discovery requests. 2.30 hrs 145 /hr | 333.50 |
| 07/31/01 WEE | Draft Discovery requests; edit discovery requests. Phone conversation with potential security expert. Draft letter to opposing counsel enclosing discovery requests. Receipt and review cargo expert's CV. 2.40 hrs 145 /hr | 348.00 |
| 08/01/01 WEE | Phone call with non-party former facility manager re: deposition. Telephone call to opposing counsel re: deposition. Phone call to Holiday Inn to arrange for conference room for deposition; Internet research for security expert; telephone conferences with potential security experts; Receipt/review of faxes attaching expert CVs. 3.10 hrs 145 /hr | 449.50 |
| 08/02/01 RQW | Considered expert; Telephone conference with Maersk, Inc. .20 hrs 215 /hr | 43.00 |
| 08/02/01 WEE | Telephone conference with counsel for other parties re: arranging depositions; telephone conference with expert witness. .90 hrs 145 /hr | 130.50 |
| 08/03/01 WEE | Draft letter to expert explaining Rule 26 requirements and enclosing sample expert report and relevant file documents for review. Phone with expert re: report; phone with counsel for plaintiff re: color photos; receipt/review of correspondence from counsel for plaintiff enclosing photos. 2.20 hrs 145 /hr | 319.00 |
| 08/03/01 RQW | Received claims documents from plaintiff's counsel; telephone conference with plaintiff's attorney. .20 hrs 215 /hr | 43.00 |
| 08/06/01 WEE | Confirm deposition room reservation at Holiday Inn and fax contract to Holiday Inn. Prepare subpoena and draft letter to Robert Smith re; subpoena and deposition. Draft Notice of deposition and draft letter to all counsel enclosing notice. 1.10 hrs 145 /hr | 159.50 |
| 08/08/01 WEE | Phone with Robert Smith re: subpoena check. Draft Letters to insurance companies re: Maersk as named insured and tender of defense; research insurance company names and addresses on internet. .90 hrs 145 /hr | 130.50 |
| 08/08/01 RQW | Telephone conference with Maersk re expert; Arranged for expert. .20 hrs 215 /hr | 43.00 |
| 08/09/01 WEE | Draft letter enclosing check for witness fee. .20 hrs 145 /hr | 29.00 |
| 08/14/01 RQW | Received and reviewed correspondence from plaintiff's counsel. .20 hrs 215 /hr | 43.00 |

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| Owners Of M/V DRAGORE MAERSK | PAGE 3 |
| Bill number 1085-00358-005 RQW | |
| 08/16/01 WEE Receipt/review of correspondence from counsel for plaintiffs. Phone with Expert re: report. | |
| .50 hrs 145 /hr | 72.50 |
| 08/16/01 RQW Considered expert information required for deadline compliance. | |
| .50 hrs 215 /hr | 107.50 |
| 08/17/01 WEE Receipt/review of draft expert report. Phone with expert. | |
| .80 hrs 145 /hr | 116.00 |
| 08/20/01 WEE Receipt and review of expert report; draft letter to counsel enclosing expert report; telephone conversation with non-party witness regarding subpoena testimony. | |
| .70 hrs 145 /hr | 101.50 |
| 08/27/01 RQW Telephone conference with plaintiff's attorney. | |
| .10 hrs 215 /hr | 21.50 |
| 08/28/01 RQW Received telephone call from plaintiff's attorney re settlement. | |
| .20 hrs 215 /hr | 43.00 |
| 08/30/01 RQW Received and reviewed Discovery Responses with documents from cargo plaintiff. | |
| .20 hrs 215 /hr | 43.00 |
| 08/30/01 WEE Receipt and review of correspondence from counsel for plaintiff re: deposition of plaintiff and customs clearance documents; phone conversation with counsel for plaintiff re: depositions and discovery deadline. | |
| .50 hrs 145 /hr | 72.50 |
| 09/04/01 WEE Prepare deposition outline for deposition of R.W. Smith. Receipt/review of correspondence from counsel for Kellaway re: deposition of Kellaway. Meeting with RQW. | |
| 2.50 hrs 145 /hr | 362.50 |
| 09/05/01 WEE Confirm Deposition with Robert W. Smith. Draft letter to counsel for Kellaway re: adjourning deposition and location of deposition. | |
| .50 hrs 145 /hr | 72.50 |
| 09/06/01 WEE Attend deposition of non-party witness R. W. Smith in Harrisburg. | |
| 5.90 hrs 145 /hr | 855.50 |
| 09/06/01 RQW Prepared report to client. | |
| .50 hrs 215 /hr | 107.50 |
| 09/07/01 WEE Draft summary of deposition. Meeting with RQW re: information needed from client and Request to admit to Kellaway. Receipt/review of request to admit from Plaintiff. Began drafting Request to Admit to Kellaway. | |
| 3.20 hrs 145 /hr | 464.00 |
| 09/07/01 RQW Received and reviewed correspondence; Docketed reply time; Considered results of deposition. | |
| .30 hrs 215 /hr | 64.50 |
| 09/10/01 WEE Draft letter to all counsel confirming deposition schedule and demanding production of documents. | |
| .20 hrs 145 /hr | 29.00 |
| 09/11/01 RQW Received and reviewed summary of deposition of W. Smith. | |
| .20 hrs 215 /hr | 43.00 |
| 09/12/01 RQW Considered action to be taken with regard to Kellaway contract and stipulation. | |
| .70 hrs 215 /hr | 150.50 |
| 09/13/01 RQW Considered records from Kellaway. | |
| .30 hrs 215 /hr | 64.50 |
| 09/13/01 RQW Telephone conference with plaintiff's attorney and Massoud re documents required. | |
| .40 hrs 215 /hr | 86.00 |

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| Owners Of M/V DRAGORE MAERSK | PAGE 4 |
| Bill number 1085-00358-005 RQW | |
| 09/13/01 WEE Prepared Request for Admissions; drafted letter enclosing Request for Admissions. | |
| 2.20 hrs 145 /hr | 319.00 |
| 09/14/01 RQW Prepared detailed report to client responses, Requests for Admission and further information and documents required. | |
| 1.80 hrs 215 /hr | 387.00 |
| 09/14/01 WEE Prepared memo concerning information needed from Maersk. Telephone conference with newly-assigned attorney for Mitsui re: status of case. | |
| .90 hrs 145 /hr | 130.50 |
| 09/17/01 WEE Begin drafting response to plaintiff's request for admission. Receipt/review of correspondence from counsel for plaintiff re: deposition schedule. | |
| 1.50 hrs 145 /hr | 217.50 |
| 09/20/01 WEE Draft response to Plaintiff's request for admissions; edit responses. | |
| .50 hrs 145 /hr | 72.50 |
| 09/20/01 RQW Prepared for telephone conference; Participated in telephone conference with Maersk, Inc. to obtain information upon which to respond to Requests for Admission; Discussed additional information required for the case. | |
| .70 hrs 215 /hr | 150.50 |
| 09/25/01 WEE Phone with counsel for Mitsui re: possibility of dispositive motion and sharing costs of expert. | |
| .30 hrs 145 /hr | 43.50 |
| 09/26/01 WEE Telephone conference with counsel for Kellaway re: deposition of Kellaway. | |
| .30 hrs 145 /hr | 43.50 |
| 09/27/01 WEE Phone call with counsel for Mitsui re: depositions; phone call with counsel for plaintiff. | |
| .40 hrs 145 /hr | 58.00 |
| 09/28/01 WEE Receipt/review of plaintiff's responses to discovery. Begin reviewing documents in preparation for deposition of plaintiff, PVH. | |
| 1.50 hrs 145 /hr | 217.50 |
| 09/30/01 WEE Prepare Outline and documents for deposition of Plaintiff. | |
| 2.10 hrs 145 /hr | 304.50 |
| 10/01/01 WEE Prepare deposition outline and document exhibits for deposition of plaintiff. | |
| 1.90 hrs 145 /hr | 275.50 |
| 10/02/01 WEE Attend deposition of Plaintiff in Bridgewater, New Jersey. | |
| 8.40 hrs 145 /hr | 1,218.00 |
| 10/03/01 WEE Draft memorandum re: deposition. | |
| 1.70 hrs 145 /hr | 246.50 |
| 10/04/01 WEE Finalize Response to Plaintiff's request for admissions. Draft letter to all counsel enclosing Response and addressing outstanding, Kellaway discovery. | |
| .50 hrs 145 /hr | 72.50 |
| 10/11/01 WEE Receipt/review of correspondence from counsel for Kellaway re: deposition and document discovery. Phone call with counsel for Kellaway. | |
| .30 hrs 145 /hr | 43.50 |
| 10/15/01 WEE Receipt/review of Kellaway's response to Request for Admissions. Draft Rule 26 Disclosure. Phone call with counsel for Mitsui. Draft letter to Kellaway re: deposition and discovery. | |
| 1.90 hrs 145 /hr | 275.50 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-005 RQW

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|--------------|--|-------------------|----------|
| 10/15/01 RQW | Received and reviewed discovery request; revised correspondence. | .40 hrs 215 /hr | 86.00 |
| 10/16/01 WEE | Finalized Rule 26 disclosure with documents. | 2.20 hrs 145 /hr | 319.00 |
| 10/16/01 RQW | Revised correspondence. | .20 hrs 215 /hr | 43.00 |
| 10/16/01 RQW | Telephone conferences (x2) with Massoud Messkoub at Maersk, Inc.; conference calls [REDACTED] | | |
| | [REDACTED] re contract with Kellaway trucker. | .60 hrs 215 /hr | 129.00 |
| 10/22/01 WEE | Phone call with adjuster from Hartford re: posture of case. | .10 hrs 145 /hr | 14.50 |
| 10/25/01 WEE | Draft letter re: discovery. Research judge's individual rules re: letter submissions to chambers. | .50 hrs 145 /hr | 72.50 |
| 10/29/01 RQW | Received telephone conference from plaintiff's counsel. | .20 hrs 215 /hr | 43.00 |
| 11/02/01 WEE | Receipt/review of correspondence from counsel for Kellaway re: deposition. Draft letter to counsel for Kellaway re: deposition. | .40 hrs 145 /hr | 58.00 |
| 11/05/01 WEE | Receipt/review of correspondence from other counsel re: deposition of Kellaway. Phone conference with counsel for plaintiff. | .30 hrs 145 /hr | 43.50 |
| 11/09/01 WEE | Phone with counsel for plaintiff re: deposition of Kellaway. Phone with expert re: prior Kellaway losses in New Jersey. | .60 hrs 145 /hr | 87.00 |
| 11/19/01 WEE | Prepare questions for deposition of Kellaway. Organize exhibits for deposition. Phone conference with counsel for plaintiff re: deposition. | 2.80 hrs 145 /hr | 406.00 |
| 11/20/01 WEE | Attend deposition of Kellaway in South Kearney, New Jersey. | 8.30 hrs 145 /hr* | 1,203.50 |
| 11/21/01 WEE | Phone conference with counsel for Mitsui re: discovery and upcoming conference. Drafted memo re: deposition of Kellaway. | 1.80 hrs 145 /hr | 261.00 |
| 11/27/01 RQW | Reviewed status. | .30 hrs 215 /hr | 64.50 |
| 11/27/01 WEE | Internet Search for addresses of former Kellaway employees. Receipt/Review of correspondence from counsel for Mitsui re: subpoena of Customs Broker. | .40 hrs 145 /hr | 58.00 |
| 11/28/01 WEE | Receipt/review of correspondence from Plaintiff enclosing exhibits from Kellaway deposition. | .20 hrs 145 /hr | 29.00 |
| 11/30/01 WEE | Begin researching enforceability of warehouseman limitation on damages clauses. | 1.40 hrs 145 /hr | 203.00 |
| 12/03/01 WEE | Telephone conference with court. Phone with counsel for plaintiff re: settlement demand. Research enforceability of Interchange agreement. | 1.40 hrs 145 /hr | 203.00 |
| 12/03/01 RQW | Prepared fax report to client re depositions conducted. | 2.10 hrs 215 /hr | 451.50 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-005 RQW

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| | | | |
|--------------|--|------------------|--------|
| 12/04/01 WEE | Research intermodel indemnity and warehouse liability. | 2.70 hrs 145 /hr | 391.50 |
| 12/05/01 WEE | Research indemnity and contribution and choice of law. | 3.90 hrs 145 /hr | 565.50 |
| 12/05/01 RQW | Received telephone call from plaintiff's counsel. | .10 hrs 215 /hr | 21.50 |
| 12/05/01 RQW | Reviewed file and evidence. | 1.80 hrs 215 /hr | 387.00 |
| 12/05/01 RQW | Supplemented, reviewed and revised a detailed report to client. | 1.60 hrs 215 /hr | 344.00 |
| 12/06/01 WEE | Researched Pennsylvania bailment law. | 2.10 hrs 145 /hr | 304.50 |
| 12/06/01 RQW | Continued review of evidence required; reviewed Maersk interview notes; prepared list of items and witnesses required; telephone call to Maersk in N.J. and left message; conducted limited supplemental legal research. | 1.50 hrs 215 /hr | 322.50 |
| 12/06/01 RQW | Reviewed Kellaway documents and alleged defenses. | .50 hrs 215 /hr | 107.50 |
| 12/07/01 WEE | Researched breach of bailment and warehousemen liability. Begin drafting research memorandum. | 2.30 hrs 145 /hr | 333.50 |
| 12/10/01 WEE | Draft legal research memorandum; edit memorandum. | 2.40 hrs 145 /hr | 348.00 |
| 12/10/01 RQW | Telephone conference call with Massoud Messskoub re exhibits and information required; reviewed evidence. | .50 hrs 215 /hr | 107.50 |
| 12/11/01 WEE | Phone call with counsel for Mitsui re settlement. Research Middle District Local Pretrial Procedures. Begin drafting Findings of fact and Conclusion of law. | 3.70 hrs 145 /hr | 536.50 |
| 12/11/01 RQW | Considered Pre-trial Memorandum requirements. | .30 hrs 215 /hr | 64.50 |
| 12/12/01 RQW | Received telephone call from Mitsui counsel re Pretrial Memorandum and settlement. | .20 hrs 215 /hr | 43.00 |
| 12/12/01 RQW | Received information on Kellaway position; telephone conference with Maersk. | .20 hrs 215 /hr | 43.00 |
| 12/12/01 WEE | Phone conference with counsel for plaintiff re settlement and scheduling. Phone calls with counsel for Mitsui and Kellaway re settlement. | .60 hrs 145 /hr | 87.00 |
| 12/13/01 RQW | Telephone conferences (x2) with Kellaway re settlement situation. | .30 hrs 215 /hr | 64.50 |
| 12/14/01 WEE | Phone conference with counsel for Kellaway re settlement. | .20 hrs 145 /hr | 29.00 |
| 12/17/01 WEE | Researched admiralty jurisdiction concerning intermodal bill of lading. | .90 hrs 145 /hr | 130.50 |
| 12/18/01 WEE | Phone call with counsel for plaintiff re conference. Prepared documents to be submitted as proposed exhibits. | 1.90 hrs 145 /hr | 275.50 |
| 12/18/01 RQW | Prepared for and attended required meeting with counsel about exhibits, etc. | 3.30 hrs 215 /hr | 709.50 |

Owners Of M/V DRAGORE MAERSK
Bill number 1085-00358-005 RQW

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BILLING SUMMARY

| | | | |
|-----------------------------|------------|---------|--------------------|
| Richard Q. Whelan | 32.60 hrs | 215 /hr | 7,009.00 |
| William E. Ecenbarger | 101.40 hrs | 145 /hr | 14,703.00 |
| Helle Koch Richards | .40 hrs | 100 /hr | 40.00 |
| | | | ----- |
| TOTAL FEES | 134.40 hrs | \$ | 21,752.00 |
| | | | |
| TOTAL DISBURSEMENTS | | \$ | 3,335.07 |
| | | | |
| TOTAL CHARGES FOR THIS BILL | | \$ | ----- 25,087.07 |

Owners of M/V DRAGORE MAERSK
c/o Tindall Riley (Marine) Ltd.
New City Court
20 St. Thomas Street
London, Se1 9RR England

12 July 2002

M/V DRAGORE MAERSK
Invoice No.: 1085-358-006

PALMER BIEZUP & HENDERSON LLP
Counselors at Law
956 Public Ledger Building
Independence Square
Philadelphia, PA 19106-3409
Federal Tax ID Number 23-2107405
(215) 625-9900 Fax No.: (215) 625-0185

STATEMENT

| | |
|---|------------------------|
| PROFESSIONAL SERVICES: | \$32,647.00 |
| for the period of January 1 - April 31, 2002 | |
| (in accordance with attached computer printout) | |
| DISBURSEMENTS: | <u>4,898.49</u> |
| TOTAL | <u>\$37,545.49</u> |

RQW:en

PALMER BIEZUP & HENDERSON LLP
 620 CHESTNUT STREET, SUITE 956
 PHILADELPHIA, PA 19106-3409
 FEDERAL TAX ID NUMBER 23-2107405
 (215) 625-9900 FAX NO. (215) 625-0185

May 22, 2002

Billed through 04/30/02

Bill number 1085-00358-006 RQW

Owners Of M/V DRAGORE MAERSK
 c/o Tindall Riley (Marine) Ltd.
 New City Court
 20 St. Thomas Street
 London, SE1 9RR England

M/V DRAGORE MAERSK - Failure to Deliver Cargo of Izod Polo
 Shirts - May 18, 1999

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|--------------|---|------------------|--------|
| 01/02/02 WEE | Draft conclusions of law. Phone with counsel for Mitsui re: conference. Phone with Judge Rambo's chambers re: attendance of Maersk by phone at pretrial conference. | .70 hrs 145 /hr | 101.50 |
| 01/02/02 RQW | Reviewed e-mails and correspondence from adversary re conference and Order. | .50 hrs 215 /hr | 107.50 |
| 01/02/02 RQW | Reviewed file for filing Pre-trial Order/Memorandum; conducted limited research on issue of mitigation and new claim by cargo for additional profits. | 3.50 hrs 215 /hr | 752.50 |
| 01/03/02 WEE | Draft conclusions of law. Phone with counsel for Mitsui re: legal arguments. | 1.60 hrs 145 /hr | 232.00 |
| 01/03/02 RQW | Participated in conference call with all counsel in accordance with Court Order. | .50 hrs 215 /hr | 107.50 |
| 01/03/02 RQW | Commenced Pre-trial Memorandum/Order. | 1.50 hrs 215 /hr | 322.50 |
| 01/03/02 RQW | Conducted limited legal research on issue of law applicable to bill of lading. | 1.40 hrs 215 /hr | 301.00 |
| 01/03/02 RQW | Continued work on Pre-trial submissions. | 3.70 hrs 215 /hr | 795.50 |
| 01/04/02 WEE | Continued draft of findings of preliminary fact and conclusions of law. Review and edit exhibit list. Edit Pretrial Memorandum. Researched damages for pre-trial filings. | 2.80 hrs 145 /hr | 406.00 |
| 01/04/02 RQW | Continued preparation of Pre-Trial Memorandum. | 3.70 hrs 215 /hr | 795.50 |
| 01/04/02 RQW | Reviewed, revised and supplemented findings of fact and conclusions of law; prepared letter to Judge; prepared letter to counsel; telephone conferences (x2) with Mitsui counsel; revised exhibit list. | 4.20 hrs 215 /hr | 903.00 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-006 RQW

PAGE 2

| | | |
|--------------|--|--------|
| 01/07/02 RQW | Telephone conference with counsel re conference. .20 hrs 215 /hr | 43.00 |
| 01/07/02 RQW | Prepared materials for conference before Judge Rambo in Harrisburg, Pa. .50 hrs 215 /hr | 107.50 |
| 01/08/02 RQW | Prepared for and traveled to conference before Judge Rambo, M.D. Pa. - Harrisburg; telephone conference with client. 2.50 hrs 215 /hr | 537.50 |
| 01/08/02 RQW | Attended Pre-trial Conference before Judge Rambo and returned to office in Philadelphia. 3.80 hrs 215 /hr | 817.00 |
| 01/09/02 WEE | Phone with various counsel for defendants re: common damages issues. Review and compare compare Plaintiff's exhibits. Draft facsimile to counsel for Plaintiff re: witness on damages and missing trial exhibits. .60 hrs 145 /hr | 87.00 |
| 01/09/02 RQW | Received telephone call from Phillips-Van Heusen counsel. .20 hrs 215 /hr | 43.00 |
| 01/09/02 RQW | Received telephone call from counsel for Mitsui re status of negotiations. .20 hrs 215 /hr | 43.00 |
| 01/11/02 WEE | Edit and add proposed findings of fact and conclusions of law. Research federal common law bailment. Research enforceability of limitation of liability in warehouseman's contract. 1.90 hrs 145 /hr | 275.50 |
| 01/15/02 WEE | Arranged for subpoena of UIIA custodian. .20 hrs 145 /hr | 29.00 |
| 01/15/02 RQW | Telephone conference with counsel for Kellaway concerning settlement and authenticity stipulation on UIIA contract. .20 hrs 215 /hr | 43.00 |
| 01/15/02 RQW | Telephone conference with plaintiff's attorney concerning objections to exhibits. .10 hrs 215 /hr | 21.50 |
| 01/15/02 HKR | Prepare subpoena for UIIA custodian. Prepare correspondence re subpoena. 1.40 hrs 100 /hr | 140.00 |
| 01/15/02 HKR | Telephone court reporter and process server and prepare arrangements for deposition and service of subpoena. .30 hrs 100 /hr | 30.00 |
| 01/17/02 RQW | Received and reviewed court orders and docketed dates. .20 hrs 215 /hr | 43.00 |
| 01/18/02 WEE | Review and edit proposed trial stipulations as to fact. .60 hrs 145 /hr | 87.00 |
| 01/21/02 RQW | Prepared detailed report re status and settlement. 1.10 hrs 215 /hr | 236.50 |
| 01/22/02 WEE | Phone with counsel for UIIA re: rescheduling subpoena deposition. Phone with counsel for Plaintiff re scheduling deposition of witness on damages. Draft letter to Judge Rambo requesting permission permission to take UIIA deposition outside of discovery schedule. .90 hrs 145 /hr | 130.50 |
| 01/22/02 RQW | Telephone conference with Massoud at Maersk, Inc. [REDACTED] settlement conference before Magistrate Judge. .20 hrs 215 /hr | 43.00 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-006 RQW

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| | | |
|--------------|--|--------|
| 01/22/02 RQW | Received telephone call from plaintiff's counsel re deposition of damages witness. | |
| | .20 hrs 215 /hr | 43.00 |
| 01/22/02 RQW | Telephone conference with judge re unavailability of witnesses. | |
| | .20 hrs 215 /hr | 43.00 |
| 01/22/02 RQW | Started review of Pastore deposition for Phillips-Van Heusen witness scheduled for 1/23/02 on damages increase. | |
| | .40 hrs 215 /hr | 86.00 |
| 01/22/02 HKR | Telephone court reporter. | |
| | .20 hrs 100 /hr | 20.00 |
| 01/23/02 RQW | Prepared for deposition of plaintiff's witness (Seigel) on damages increase; reviewed new documents produced. | |
| | 2.50 hrs 215 /hr | 537.50 |
| 01/23/02 RQW | Took deposition of Phillips-Van Heusen witness (Seigel) and participated in conference call with judge; met with counsel following deposition. | |
| | 3.30 hrs 215 /hr | 709.50 |
| 01/24/02 WEE | Phone with counsel for Mitsui re deposition of UIIA custodian. Phone with Judge Rambo's chambers re deposition of UIIA custodian. Draft facsimile to all counsel advising that Judge Rambo issued Order. | |
| | .40 hrs 145 /hr | 58.00 |
| 01/24/02 RQW | Reviewed evidence obtained during deposition of PVH witness. Telephone conference with plaintiff's counsel re conference scheduled for January 25, 2002. | |
| | .30 hrs 215 /hr | 64.50 |
| 01/25/02 RQW | Received and reviewed faxes from PVH counsel re loading; received telephone call from Kellaway and Mitsui counsel re strategy for settlement conference. | |
| | .60 hrs 215 /hr | 129.00 |
| 01/25/02 RQW | Traveled to Harrisburg, Pa. for conference in Middle District of Pennsylvania. | * |
| | 2.50 hrs 215 /hr | 537.50 |
| 01/25/02 RQW | Attended settlement conference and meeting of counsel following conference. | * |
| | 3.10 hrs 215 /hr | 666.50 |
| 01/25/02 RQW | Returned to office; gave a telephone report on conference to client. | |
| | 2.30 hrs 215 /hr | 494.50 |
| 01/28/02 RQW | Participated in conference call with Kellaway and Mitsui counsel re settlement strategy and required stipulations; received status following conference. | |
| | .60 hrs 215 /hr | 129.00 |
| 01/28/02 HKR | Telephone conference with UIIA re deposition subpoena. | |
| | .20 hrs 100 /hr | 20.00 |
| 01/30/02 RQW | Received telephone call from Owners' counsel; received and reviewed e-mail; telephone conference with cargo counsel concerning exhibits and status of settlement discussions with Kellaway. | |
| | .70 hrs 215 /hr | 150.50 |
| 02/01/02 RQW | Received calls (x4) from Kellaway counsel negotiating an agreement on the UIIA exhibit to avoid a deposition in MD. of custodian of the contract; continued negotiations; Prepared fax letter confirming agreement with Kellaway counsel on UIIA and suggesting the deposition be cancelled. | |
| | 1.40 hrs 215 /hr | 301.00 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-006 RQW

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| | | | |
|--------------|--|------------------|--------|
| 02/01/02 RQW | Received 5th telephone call from counsel for Kellaway; telephone conference with Mitsui counsel; Prepared draft detailed report to client concerning status of settlement negotiations; deposition of damages witness; and possible trial date. Reviewed and revised fax letter report and supplemented report with trial date of February 12, 2002. | 1.60 hrs 215 /hr | 344.00 |
| 02/01/02 WEE | Draft letter to expert advising of trial. Phone with expert re trial. Phone with counsel for UIIA deponent re deposition on February 4. | .40 hrs 145 /hr | 58.00 |
| 02/02/02 RQW | Telephone discussions with counsel for Kellaway and counsel for PVH re settlement (x4); telephone conference with Maersk, Inc. re [REDACTED] | .50 hrs 215 /hr | 107.50 |
| 02/04/02 RQW | Telephone conference received from counsel for Kellaway concerning stipulation re: UIIA agreement to avoid deposition; received and reviewed fax agreement from Kellaway counsel re UIIA as exhibit at trial; telephone conference with counsel for Mitsui re cancelled deposition. | 1.10 hrs 215 /hr | 236.50 |
| 02/04/02 RQW | Telephone conference with counsel for plaintiff PVH and telephone [REDACTED] from Maersk, Inc. [REDACTED] | .30 hrs 215 /hr | 64.50 |
| 02/04/02 WEE | Phone with counsel for UIIA custodian cancelling deposition. | .20 hrs 145 /hr | 29.00 |
| 02/05/02 RQW | Received telephone call from counsel for Kellaway; Telephone conferences with cargo counsel (x2); received and reviewed Kellaway proposal; Telephone conference with Maersk, inc. re trial and witnesses required. | .70 hrs 215 /hr | 150.50 |
| 02/06/02 WEE | Draft letter to all counsel advising of the addition of the subpoenaed U.S. Customs documents and file as an exhibit. Research breach of bailment stanards and security requirements under PA law. | .70 hrs 145 /hr | 101.50 |
| 02/06/02 RQW | Telephone conference with Maersk, Inc. obtaining authority to agree to affidavit of container contents; telephone conferences with Mitsui counsel re settlement strategy; Telephone conferences with cargo re status of settlement discussions with Kellaway; Received and reviewed correspondence. | .80 hrs 215 /hr | 172.00 |
| 02/06/02 RQW | Reviewed Kellawayn Exhibits and prepared list of objections to comply with Court Order. | 1.30 hrs 215 /hr | 279.50 |
| 02/06/02 RQW | Reviewed Plaintiff's actual trial exhibits to prepare objection list required by Court Order. | .90 hrs 215 /hr | 193.50 |
| 02/07/02 WEE | Phone with expert re trial and assisted in trial preparation. Meeting with RQW re trial preparation and settlement negotiations. | .80 hrs 145 /hr | 116.00 |

Owners Of M/V DRAGORE MAERSK
Bill number 1085-00358-006 RQW

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| Date | Initials | Description | Hours | Rate | Amount |
|----------|----------|--|----------|---------|----------|
| 02/07/02 | RQW | Finalized objections to exhibits submitted by PVH and Kellaway; prepared letter to Judge; prepared letter to counsel; considered affidavit proposed by PVH re loading; prepared materials for cross of new witness listed by PVH as a salesman to prove up increased damages. | 2.40 hrs | 215 /hr | 516.00 |
| 02/08/02 | WEE | Phone with expert re arranging to meet with him. Prepare trial exhibits. | .30 hrs | 145 /hr | 43.50 |
| 02/08/02 | RQW | Various telephone conferences (x5) with plaintiff's counsel, counsel for Kellaway and counsel for Mitsui; telephone conference with Maersk, Inc. advising [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | | | |
| 02/08/02 | RQW | Commenced preparation for trial scheduled for Tuesday, Feb. 12, 2002 by arranging for preparation of exhibit booklets and the copying of other necessary items for trial. | .40 hrs | 215 /hr | 86.00 |
| 02/09/02 | WEE | Phone with expert re trial attendance. Prepare exhibits. Prepare outline and binder of legal authorities. | .60 hrs | 215 /hr | 129.00 |
| 02/09/02 | RQW | Commenced preparation of Vincent Pastore cross-examination by reviewing transcript sections and preparing questions / points. | 1.10 hrs | 145 /hr | 159.50 |
| 02/09/02 | RQW | Continued trial preparation with cross examination of Pastore; Reviewed exhibits for authentication problems; conducted legal research for evidentiary and burden issues (subsequent remedial measures; burden of plaintiff's; Maersk's burden against Kellaway; and mentioning insurance proceeds collected by cargo). Considered and prepared trial strategy against plaintiff's and Kellaway; continued to prepare trial notebooks. | 2.10 hrs | 215 /hr | 451.50 |
| 02/10/02 | WEE | Continued to prepare outline of authorities for trial. Edit Proposed additional findings of fact and conclusions of law. Assisted in trial preparation. | 3.90 hrs | 215 /hr | 838.50 |
| 02/10/02 | RQW | Continued preparation of cross examination of PVH witnesses both Seigel and Pastore; prepared our security expert for trial testimony over the telephone; continued to prepare trial notebooks of exhibits, law, pretrial submissions, and witness examinations. | 1.50 hrs | 145 /hr | 217.50 |
| 02/11/02 | WEE | Prepare direct examination of expert and anticipated cross examination. Continued with preparation of trial items. | 6.20 hrs | 215 /hr | 1,333.00 |
| 02/11/02 | RQW | Telephone conferences with plaintiff's counsel and counsel for Kellaway concerning status of settlement. Again confirmed by conference with plaintiff's counsel that the settlement of Maersk case was contingent upon the Mitsui claim settling. | 1.40 hrs | 145 /hr | 203.00 |
| | | | .20 hrs | 215 /hr | 43.00 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-006 RQW

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| | | | |
|--------------|--|-------------------|--------|
| 02/11/02 RQW | Continued preparing case for trial; telephone interview of 2 Maersk witnesses, Maria Marconi and Massoud Messcoub; Organized file for trial and for transportation to Harrisburg; received and reviewed new damages exhibits produced by plaintiff's counsel; prepared summary with page notes of deposition of Robert Seigel (PVH witness) in order to have material for cross examination. | 3.80 hrs 215 /hr | 817.00 |
| 02/11/02 RQW | Travelled to Harrisburg for trial in M.D. Pa. before Judge Rambo. | 1.90 hrs 215 /hr | 408.50 |
| 02/11/02 RQW | Prepared fax report to client advising [REDACTED] [REDACTED] [REDACTED] [REDACTED] Prepared report to Maersk providing directions to courthouse and phone numbers where PBH trial counsel could be reached at all times during trial; reviewed and revised reports. | .70 hrs 215 /hr | 150.50 |
| 02/12/02 RQW | Prepared for trial - cross examination of PVH witnesses and opening; organized exhibits * | 1.60 hrs 215 /hr | 344.00 |
| 02/12/02 RQW | Traveled to courthouse and attended trial - a.m. session. * | 3.50 hrs 215 /hr | 752.50 |
| 02/12/02 RQW | Trial preparation during lunch break. * | .50 hrs 215 /hr | 107.50 |
| 02/12/02 RQW | Attended afternoon session of Day One of trial; returned to hotel. | 3.30 hrs 215 /hr* | 709.50 |
| 02/12/02 RQW | Reviewed transcript of McLaughlin of Kellaway to have paginated summary for cross examination. | 1.70 hrs 215 /hr | 365.50 |
| 02/13/02 WEE | Meet with expert to prepare for testimony while RQW is trying the case in courtroom. | .90 hrs 145 /hr | 130.50 |
| 02/13/02 RQW | Prepared cross-examination of McLaughlin and closing statement; reviewed exhibits required for Maersk case. | 1.80 hrs 215 /hr* | 387.00 |
| 02/13/02 RQW | Attended morning session of trial. * | 4.10 hrs 215 /hr | 881.50 |
| 02/13/02 RQW | Attended afternoon session of trial. * | 3.90 hrs 215 /hr | 838.50 |
| 02/13/02 RQW | Returned to Philadelphia from Harrisburg; telephone conference with client re trial. * | 1.90 hrs 215 /hr | 408.50 |
| 02/14/02 RQW | Telephone conference with client re trial; re-assembled file in office. | .50 hrs 215 /hr | 107.50 |
| 02/19/02 RQW | Received and reviewed Court Order. | .20 hrs 215 /hr | 43.00 |
| 02/21/02 RQW | Commenced Trial Report to client. | 2.70 hrs 215 /hr | 580.50 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-006 RQW

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| | | | |
|--------------|--|------------------|--------|
| 02/21/02 RQW | Continued preparation of trial report. | 1.60 hrs 215 /hr | 344.00 |
| 02/22/02 HKR | Telephone USDC Clerk re trial transcript. | .10 hrs 100 /hr | 10.00 |
| 02/22/02 HKR | Obtain docket. | .10 hrs 100 /hr | 10.00 |
| 02/22/02 HKR | Telephone court reporter - left message. | .10 hrs 100 /hr | 10.00 |
| 02/28/02 RQW | Received telephone call from Court advising that transcript will not be ready for 2 weeks. | .10 hrs 215 /hr | 21.50 |
| 03/15/02 WEE | Review last portion of trial transcript to determine what legal issues judge requested parties to brief. | .20 hrs 145 /hr | 29.00 |
| 03/15/02 RQW | Reviewed, revised and supplemented report of trial. | .90 hrs 215 /hr | 193.50 |
| 03/15/02 RQW | Reviewed and revised report. | .30 hrs 215 /hr | 64.50 |
| 03/28/02 WEE | Begin drafting Post-Trial Memorandum of Law on Attorneys' Fees. | 1.10 hrs 145 /hr | 159.50 |
| 03/29/02 WEE | Draft Memorandum of Law on recoverability of attorneys' fees. | .90 hrs 145 /hr | 130.50 |
| 04/02/02 WEE | Draft summary of party admissions. | 1.20 hrs 145 /hr | 174.00 |
| 04/03/02 WEE | Drafting summary of evidence for use in post-trial proposed findings of fact and conclusions of law. | 1.10 hrs 145 /hr | 159.50 |
| 04/03/02 RQW | Commenced review of sections of transcript for post-trial briefing. | .60 hrs 215 /hr | 129.00 |
| 04/05/02 RQW | Telephone conferences with counsel re Brief; reviewed court schedule for Brief; commenced review for briefing. | .60 hrs 215 /hr | 129.00 |
| 04/05/02 RQW | Continued review of materials for Post Trial Briefing. | .80 hrs 215 /hr | 172.00 |
| 04/08/02 RQW | Received telephone call from counsel for PVH. | .20 hrs 215 /hr | 43.00 |
| 04/09/02 WEE | Drafted post-trial proposed findings of fact and conclusions of law (second). | 2.10 hrs 145 /hr | 304.50 |
| 04/09/02 RQW | Continued review of sections of transcripts for post-trial briefs ordered by Judge Rambo. | 2.70 hrs 215 /hr | 580.50 |
| 04/09/02 RQW | Arranged for additional research. | .30 hrs 215 /hr | 64.50 |
| 04/09/02 RQW | Conducted legal research for post-trial brief, reviewed case law required. | 2.60 hrs 215 /hr | 559.00 |
| 04/09/02 RQW | Commenced preparation of Post-Trial Brief. | 2.20 hrs 215 /hr | 473.00 |
| 04/10/02 SPB | Research federal law on recovery of counsel fees. Research federal law on original document rule. Research federal law on admission of computer records. | 1.80 hrs 130 /hr | 234.00 |
| 04/10/02 WEE | Finalized draft of Second Findings of Fact and Conclusions of Law based on trial transcript. | 1.60 hrs 145 /hr | 232.00 |

Owners Of M/V DRAGORE MAERSK
 Bill number 1085-00358-006 RQW

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| | | | | |
|--------------|---|----------|---------|----------|
| 04/10/02 HKR | Telephone re MDPA filing. | .10 hrs | 100 /hr | 10.00 |
| 04/10/02 RQW | Continued preparation of detailed trial brief. | 3.50 hrs | 215 /hr | 752.50 |
| 04/10/02 RQW | Continued preparation of detailed trial brief. | 4.80 hrs | 215 /hr | 1,032.00 |
| 04/11/02 RQW | Continued to prepare Post-Trial Brief; reviewed and revised Post-Trial Brief; conducted limited legal research. | 4.70 hrs | 215 /hr | 1,010.50 |
| 04/11/02 RQW | Revised and supplemented Findings of Fact and Conclusions of Law ordered by Judge Rambo. | 1.80 hrs | 215 /hr | 387.00 |
| 04/11/02 RQW | Revised and supplemented Legal Brief on recovery of Legal Fees incurred in defending the plaintiff's claim as ordered by Judge Rambo. | 1.60 hrs | 215 /hr | 344.00 |
| 04/11/02 RQW | Prepared letter to Judge Rambo and Clerk's office; finalized court ordered post-trial filings. | .70 hrs | 215 /hr | 150.50 |
| 04/15/02 RQW | Received and reviewed filings by Kellaway and by cargo. | 1.20 hrs | 215 /hr | 258.00 |

Total fees for this matter \$ 32,647.00

DISBURSEMENTS

| | |
|---|----------|
| Service Fees - Torri's Legal Services | 92.50 |
| Witness Fees/Expenses - Debbie Sasko | 40.00 |
| Messenger/Delivery - Federal Express invoice 4-075-37760 | 26.48 |
| Exchanges - Royal Court Reporting Service invoice 119037 for deposition of Robert Seigel 1/23/02 | 649.04 |
| Messenger/Delivery - Federal Express invoice 4-122-05857 | 12.46 |
| Messenger/Delivery - Federal Express invoice 4-122-05857 | 11.11 |
| Witness Fees/Expenses - (VOID) Debbie Sasko | 40.00- |
| Messenger/Delivery - Federal Express invoice 4-122-72132 | 23.04 |
| Travel Expenses - Harrisburg PA 2/12-2/13/02 | 132.15 |
| Exchanges - (trial transcript) Vicki L. Fox, RMR invoice 20010127 | 1,536.00 |
| Exchanges - Royal Court Reporting Service | 581.35 |
| Messenger/Delivery | 4.00 |
| Messenger/Delivery - One Hour Messengers invoice 90908 for 4/11/02 delivery to District Court, Harrisburg, PA | 161.65 |
| Duplicating/Outside - Pacer | .56 |
| Duplicating/In-House | 1,213.50 |
| Telecopier | 42.50 |
| Long Distance Telephone | 37.51 |
| Postage | 39.13 |
| Lexis/Westlaw | 335.51 |

Total disbursements for this matter \$ 4,898.49

Owners Of M/V DRAGORE MAERSK
Bill number 1085-00358-006 RQW

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BILLING SUMMARY

| | | | |
|-----------------------------|------------|---------|-----------|
| Richard Q. Whelan | 132.60 hrs | 215 /hr | 28,509.00 |
| Stephen P. Bosio | 1.80 hrs | 130 /hr | 234.00 |
| William E. Ecenbarger | 25.20 hrs | 145 /hr | 3,654.00 |
| Helle Koch Richards | 2.50 hrs | 100 /hr | 250.00 |
| | | | ----- |
| TOTAL FEES | 162.10 hrs | \$ | 32,647.00 |
| | | | |
| TOTAL DISBURSEMENTS | | \$ | 4,898.49 |
| | | | ----- |
| TOTAL CHARGES FOR THIS BILL | | \$ | 37,545.49 |

Owners of M/V DRAGORE MAERSK
c/o Tindall Riley (Marine) Ltd.
New City Court
20 St. Thomas Street
London, Se1 9RR England

4 April 2002

M/V DRAGORE MAERSK
Invoice No.: 1085-358-902

PALMER BIEZUP & HENDERSON LLP
Counselors at Law
956 Public Ledger Building
Independence Square
Philadelphia, PA 19106-3409
Federal Tax ID Number 23-2107405
(215) 625-9900 Fax No.: (215) 625-0185

INTERIM DISBURSEMENT

M/V DRAGORE MAERSK
Phillips - Van Heusen Corp. vs Dampskibsselskabet, et al
Your Ref. : CMD/1999/5063/LMC
Our File No. 1085-358/RQW

| | |
|----------------------------|----------|
| DeBellis & Associates, LLC | \$600.00 |
|----------------------------|----------|

| | |
|-------|-----------------|
| TOTAL | <u>\$600.00</u> |
|-------|-----------------|

RQW:en



DeBellis & Associates L.L.C.

1155 W. Chestnut St. Suite G-4

Union, NJ 07083

908-964-9699

908-964-8306 Facsimile

Invoice

| DATE | INVOICE # |
|---------|-----------|
| 3/11/02 | 574 |

BILL TO

Law Offices of Palmer, Biezup, Henderson
 Bill Eckenbarger
 620 Chestnut Street
 965 Public Ledger Blvd.
 Philadelphia, PA 19106

| TERMS | DUE DATE |
|--------------------------|----------|
| Net 30, 1.5% Finance ... | 4/10/02 |

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|------------------------------|---|-----|--------------|-----------------|
| Travel Time | Travel on 2/13/2002 from Newark, NJ to Harrisburg, PA and return trip regarding expert testimony in case involving theft of three containers of shirts stolen from Kellaway Transportation, 4390 Chamber Hills Road, Harrisburg, PA on 6/18/1999 - 6/20/1999. Also includes trial preparation regarding case. | 8 | 75.00 | 600.00 |
| Thank you for your business. | | | Total | \$600.00 |

PALMER BIEZUP & HENDERSON
VENDOR

CHECK NO.

532

| OUR REF. NO. | YOUR INV. NO. | INVOICE DATE | INVOICE AMOUNT | AMOUNT PAID | DISCOUNT TAKEN |
|---------------|---------------|--------------|----------------|-------------|----------------|
| 39383 EXCHANG | 1085358 | 4/10/02 | 600.00 | 600.00 | .00 |
| EXCHANGE | 1085-358-902 | ROW | | | |
| Check Total | | | | 600.00 | |

PALMER BIEZUP & HENDERSON LLPSUITE 956 PUBLIC LEDGER BUILDING
PHILADELPHIA, PA 19106-3409
FED ID# 23-2107405FIRST UNION NATIONAL BANK
3-50-310

53

CHECK NO. CHECK DATE VENDOR NO.
053218 04/10/02 DEBELL

PAY

SIX HUNDRED AND 00/100 DOLLARS*****

CHECK AMOUNT

\$*****600.00

TO THE
ORDER
OF

DeBellis & Associates LLC

*paid**[Signature]*

⑈00053218⑈ ⑆031000503⑆ 2000404432586⑈